

Terms & Conditions (Electrical Work)

Southview Barn, Bungalow Farm Werrington Bridge Road Peterborough PE6 7PP **Tel:** 01733 810668 **Email:** info@jd-carter.com **Web:** www.jd-carter.com

1. All Prices are exclusive of VAT. VAT will be charged at the prevailing rate at time of invoice.

- 2. Payment is due 7 Days from date of invoice.
- 3. This estimate is Valid for 30 Days.
- 4. The estimate is subject to a site survey and adequate CDM arrangements by principle contractor.
- 5. Site Security and Welfare will be provided by the main contractor.
- 6. Clearing of Waste from site has not been allowed for.
- 7. Clear Access is required at all times for full continuity of works.
- 8. I have assumed unhindered access 0700 1900 Monday through Friday.
- 9. Extra Works will be charged for accordingly.
- Electrician £35.00 / Hr
- Improver/Mate £19.00 / Hr

10. We have assumed that all retrofit and new installation areas will be clear from ceiling boards and have sufficient room to enable wiring services to be installed.

- 11. Any RSJ beam and timber joist penetration will be the responsibility of the main contractor.
- 12. Car Park Lighting Columns, Pots and Concreting to be performed by the main contractor.

13. 230V Local Supplies (Same Phase) to be installed local to each Door Controller will be the responsibility of the main contractor unless otherwise stated.

- 14. All cable management will be the responsibility of the main contractor unless otherwise stated
- 15. Expansion on the clients LAN will be the responsibility of the main contractor unless otherwise stated.

16. No allowance has been made for additional Network patch and switch as required. 2 Will be needed. Cabling is allowed for within this estimate to each block to localised Server Cabinets.

- 17. Assumed all containment will be in place by others before installation of the access control.
- 18. We have not allowed for the inspection & testing of the following:

BMS Systems / Circuits

Emergency Lighting

19. All Cable excavation and reinstatement to be performed by the main contractor.

20. We have assumed adequate electrical supply characteristics and size for the intended design alterations or if a new installation it is assumed responsibility of the main contractor or client to arrange and pay for new supplies from network authority,

21. We assume that satisfactory Asbestos Surveys have been conducted and an up to date freely available asbestos register is open to observe. Any asbestos or asbestos containing material found during the course of the works will be the responsibility of the person ordering the work to safely and legally remove. We reserve the right to arrange for proper testing of any suspect material and charge to the person ordering the work.

22. Any deviation found within the installation following the proposed works detailed above, from the requirements of the latest edition of BS7671 will be noted and reported on. Any works required to the installation to ensure conformity to the Requirements thereof will be charged to the client for as detailed above.

23. All Making Good, Apertures and Chasing will be the responsibility of the main contractor unless otherwise stated.

- 24. Any phasing of all works is subject to availability. We are not responsible for alternative arrangements when made to cover unavailability.
- 25. Payment Terms:
 - 30% on Placement of Purchase Order.
 - 30% on Commencement of Installation.
 - 30% on Commissioning.
 - 10% on Buyer's Acceptance.

26. Unpaid invoices will be subject to our statutory right to claim interest and compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 and furthermore any costs incurred in retrieval of any such debt will be passed to the debtor.

27. All outstanding invoices will be passed to our Invoice Finance Company after 30 Days from the date of invoice any associated debt will be the responsibility and of this Company following the initial 30 Day Period.

28. Overdue accounts will be charged interest from the 30 days from the date of invoice at 1.5% above the standard variable National Westminster Plc Interest Rate.



Terms and Conditions. (Building Work

- 1. Our quotations are produced with as much detail as possible to avoid any misunderstandings. If something is missing that you would like included, please let us know and we will revise the quotation accordingly. Any additional works found necessary are to be agreed with the client and a separate revised or 'extra to contract' quotation provided.
- 2. Definitions
 - 2.1 Contractor: The 'contractor' is JD Carter Ltd.
 - 2.2 Client: The 'client' is a person or entity seeking goods and/or services from the contractor.

2.3 Quotation: A quotation is a formal offer made by the contractor to the client within a hard copy or electronic document, headed with the title 'Quotation', no other document is intended to be an offer and is not recognised or may be relied upon as such. A quotation price may alter if unforeseen circumstances arise which lead to greater costs being incurred by the contractor.

2.4 Estimate: An 'estimate' is a formal offer made by the contractor to the client within a hard copy or electronic document, headed with the title 'Estimate' or 'Estimation'', no other document is intended to be an offer and is not recognised or may be relied upon as such. An estimate is an estimation of cost, not a definitive quotation and may be subject to variation or change.

2.5 Contract: A contract with JD Carter constitutes an offer by the client, to purchase goods and/or services in accordance with these terms and conditions. The customer is deemed to have read and satisfied themselves of the accuracy and content of the contract offer in terms of specification, charges, price and meaning of terms and descriptions as outlined in a 'Quotation' document headed and conspicuously identified as a 'Quotation', 'Estimate' or 'Estimation' provided by JD Carter. The client acknowledges that they have not relied on any statement, promise, representation, assurance warranty or offer which is not set out in a document supplied by the contractor titled 'Quotation', 'Estimate' or 'Estimation'. Any verbal estimate given to the client by JD Carter will always be supported by a written quotation or estimate.

- 3. Working Arrangements: All prices quoted are calculated on the basis of free access and unimpeded working during our normal working hours (8 am 6 pm Mon Fri, Sat 8 am 1 pm), unless otherwise agreed.
- 4. Both Contractor and client to agree practical arrangements on working methods that provide minimum disruption to the client and allow work to be carried out efficiently by the contractor.
- 5. Free access is required for delivery of building materials, plant, machinery and skips etc.
- 6. All building and other materials provided by the main contractor or their sub-contractors remain the property of JD Carter until full and final payment is received via Bank Transfer, cleared cheque or cash (see item 9). Unless otherwise agreed in a quotation (or other document), surplus building materials, waste materials and off cuts etc remain the property of JD Carter or our subcontractors or our suppliers. After final payment the client takes ownership of the materials used to carry out the work only.
- 7. Access to and collection of used or unused building materials, equipment and plant etc remains in place until full and cleared final payment is received.
- 8. Accepting a written quotation, estimate or estimation from JD Carter and agreeing to the commencement of works will allow these terms and conditions to come into effect. The client or JD Carter may withdraw from the quotation offer prior to commencement of works without sanction or penalty however any deposit paid by the client will be used to pay for any bespoke materials ordered on the client's behalf and any bespoke materials under these circumstances will be forwarded to the client to include delivery costs. Any document produced by JD Carter without the heading 'Quotation' will not be recognised or accepted as a valid offer of quotation and will not form a contract, please see item 9.
- 9. The main contractor, being JD Carter, may employ both direct and sub-contract labour to work on site. Each individual contractor takes full responsibility for their own third-party liability. The main contractor will oversee all works to completion and takes full general and operational responsibility in the running of any contract agreed with the client.
- 10. Extra Works will be charged for accordingly.

Project Manager / Site Supervisor	£40.00 / Hr
Bricklayer	£35.00 / Hr
Groundworker	£30.00 / Hr
Labourer (Non Skilled)	£20.00 / Hr
Carpenter & Joiner	£30.00 / Hr
Plumber	£37.50 / Hr
Heating Engineer (Gas/Oil)	£40.00 / Hr
Renewables Engineer (ASHP/GSHP/MCS)	£40.00 / Hr
Electrician	£35.00 / Hr
Plasterer	£25.00 / Hr
Painter	£20.00 / Hr

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- 11. Payment: Payment can be made via Bank Transfer, by cheque or in cash. Please make all payments by cheque payable to 'JD Carter'. Bank Transfer details can be found at the bottom of your invoice. Payment in full is due upon completion of the contract and presentation of the associated invoice. Part payments, interim payments and deposits will be agreed prior to commencement of works or during the contract duration. A down payment is not usually required however arrangements may be made for a down payment in respect of the acquisition of bespoke or high value materials and in some other situations. Interim payments and final payment on completion of a contract is not reliant on the presentation of completion certificates with respect to NICEIC, GAS SAFE or Building Control Completion Certificates as they are subject to third party administration by the Local Authority etc. If a payment is not paid in full according to an agreed payment schedule JD Carter reserves the right to terminate the contract and will recover all monies and costs owed by the client.
- 12. Insurance We have full insurance cover for: Public Liability and Employer's Liability, Employer's Liability and Professional Indemnity. All usual general building practices are covered within our insurance policy.
- 13. All client information is retained in accordance with the Data Protection Act 2018 and all personal and other client details will remain confidential.
- 14. In the event of unforeseen difficulties arising, or any other circumstantial changes, the quotation price or estimated cost may be revised to reflect the situation at hand before or after commencement of work.
- 15. Guarantees: All customers will benefit from a full guarantee on our workmanship for a period of 12 months, the guarantee covers new build work only and does not apply to repair work, renovations, restorations, refurbishments and alterations carried out unless agreed in writing before the start of any contract. Repairs to buildings, roofs, infrastructure or any existing workmanship or related materials are not covered by our guarantee. Guarantees on materials run in accordance with manufacturer's warranty periods where applicable. Our guarantee covers all new work and new materials used in construction but does not guarantee the integrity of any existing structures, materials or decorations. New build structures only (roofs, flashings to new roofs and new vertical brickwork joints to existing masonry) are covered by our guarantee against water ingress, ingress of water through existing structures are not covered by this guarantee. Subsidence issues (sinkage below slabs, subsidence below new or existing foundations or movement of foundations or floors etc) are not covered within our guarantee agreement. In the event of a failure beyond the guarantee period we will be happy to investigate the cause and negotiate a solution to the problem without delay (if it is found that our company is wholly responsible for the failure) and carry out any agreed repairs as soon as possible. Charges may apply for remedial work carried out beyond guarantee dates or to items not covered by our guarantee. Decorations are signed off on completion and not covered by guarantee.
- 16. No responsibility is taken by the contractor for the presence of perished, infested or rotten timber (or any other perished, rusty, infested or rotten materials) in existing structures such as doors, constructional or other timbers, windows and frames whether detected or undetected at the time of contract.
- 17. Extras will only be undertaken further to both full discussion with the client, and, verbal or written agreement, and charged at the agreed rate.
- 18. Protection of existing surfaces (floors, carpets, curtains, doors and furniture etc). Whilst we endeavour to protect existing surfaces with the use of dust sheets and loose plastic sheeting etc along with care in our working practice, responsibility for protection from damage of any existing surface or fabrics etc is the responsibility of the client. Arrangement can be made to put in place protection of existing surfaces, over and above our basic cover, at a negotiated additional cost.
- 19. Building Control: Inspections and other related issues concerning the Local Authority Building Control Department can be managed by JD Carter if requested by the client in advance and details of these arrangements are confirmed in writing by both parties. Payment on completion of a contact is not reliant upon presentation of Building Control Completion Certificates as delays are sometimes possible due to Local Authority administration issues.
- 20. Contract duration: An approximate duration time for work to be carried out can be found on our quotations. The 'Contract duration' is to be used as a guide only and will not affect the agreed contract price i.e. if a contract takes longer than expected no extra charges will be levied unless previously agreed and conversely if good progress is made and a contract takes less time to complete than expected, the client should not expect to receive a discount.
- 21. Discounts and retentions: Prices are based on the understanding that no retentions are held unless previously arranged and authorised. No Main Contractor or Sub Contractor discounts are given unless agreed and confirmed in writing.
- 22. Builder's waste is deemed to be waste generated by the contractor whilst carrying out building works and includes materials taken down or demolished by the contractor, this material can be used by the contractor or client for hardcore or masonry infill etc if suitable for the purpose. All on site or road side skip contents remain the property of JD Carter until collection by the skip company.
- 23. JD Carter reserves the right to terminate an agreed contract if the client is in breach of these terms and conditions.
- 24. We will endeavour to employ a helpful attitude at all times and will always attempt to bring the building works to a satisfactory conclusion as soon as possible taking into account weather conditions and availability of specialist materials and unforeseen circumstances etc.
- 25. JD Carter take pictures of the progress of our projects. We reserve the right to use these pictures in our portfolio of work, on our website and on various social media websites for marketing and information purposes. Please let us know via email at the start of your work if you are not happy with this.
- 26. The above terms and conditions apply to JD Carter.

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